

SERIAL 10092 C PLUMBING SUPPLIES

DATE OF LAST REVISION: May 5, 2011

CONTRACT END DATE: December 31, 2013

CONTRACT PERIOD THROUGH DECEMBER 31, 2013

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PLUMBING SUPPLIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 01, 2010 (Eff. 01/01/11)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Materials Management

CH/mdm
Attach

Copy to: Materials Management
Richard Crago, Facilities Management

(Please remove Serial 07075-C from your contract notebooks)

PLUMBING SUPPLIES

1.0 INTENT:

The intent of this Solicitation is to establish a contract for plumbing supplies. Blanket discounts are requested for supplies as covered by current pricing documents. This contract will be for a percentage off current catalog price for current and possible future manufacturers whose fixtures are installed in county owned facilities.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.13 and 2.14, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest

2.0 SPECIFICATIONS:

2.1 Plumbing supplies include fixtures and parts; lavatories, commodes, faucets, carriers, hangers, hydrants, sinks, urinals, drains, water coolers, water heaters, valves, and miscellaneous hardware.

2.2 USAGE REPORT:

Upon request, the Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.3 DELIVERY:

2.3.1 Delivery is desired as soon as possible, but **REQUIRED** no later than ten (10) days after Contractor's receipt of a purchase order or contract release order.

2.3.2 Supplies or equipment shall be delivered between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, except on County recognized holidays. *Invoices are to be sent to a separate address, see Section 2.10.2, below.*

2.3.3 Delivery shall be F.O.B. Destination within ten (10) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.4 EXPEDITED DELIVERY:

2.4.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

2.4.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.4.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.5.1 Contract Serial number.
- 2.5.2 Contractor's name and address.
- 2.5.3 Using Agency name and address.
- 2.5.4 Using Agency purchase order number.
- 2.5.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.6 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Phoenix, Arizona 85003

2.7 DISCONTINUED MATERIALS:

- 2.7.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:
 - 2.7.1.1 Documentation from the manufacturer that the material has been discontinued.
 - 2.7.1.2 Documentation that names the replacement material.
 - 2.7.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.
 - 2.7.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.
 - 2.7.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.
- 2.7.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.8 WARRANTY:

- 2.8.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
- 2.8.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.
 - 2.8.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.
 - 2.8.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective

workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

2.9 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.10 INVOICES AND PAYMENTS:

2.10.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

2.10.2 Invoices shall be addressed to:
Facilities Management
401 West Jefferson Street
Phoenix, AZ 85003

2.10.3 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.10.4 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.10.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.11 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.12 FUEL COST PRICE ADJUSTMENT:

- 2.12.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.
- 2.12.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 2.12.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.12.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).
- 2.12.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).
- 2.12.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>
- 2.12.7 The computation of the fuel surcharge amount shall be determined as follows:
 - 2.12.7.1 The fuel cost component from Attachment A (Pricing) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
 - 2.12.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.
 - 2.12.7.3 The surcharge shall be added as a separate line item to the invoice.

2.13 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.14 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) years.

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 REQUIREMENTS CONTRACT:

- 3.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 3.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 3.8.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.9 ORDERING AUTHORITY.

- 3.9.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.9.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.
- 3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.23 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.25 ALTERNATIVE DISPUTE RESOLUTION:

3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.25.1.1 Render a decision;

3.25.1.2 Notify the parties that the exhibits are available for retrieval; and

3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors

shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 3.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.26.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

- 3.27.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.28 CONTRACTOR LICENSE REQUIREMENT:

- 3.28.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

BROWN'S PARTSMaster INC., 7280 N GLEN HARBOR BLVD, #101, GLENDALE, AZ 85307

RESPONDENT NAME: **Brown's Partsmaster Inc**
 ADDRESS: **7280 N Glen harbor Blvd. Glendale , Arizona 85307**
 P.O. ADDRESS:
 TELEPHONE NUMBER: **623-889-7399**
 FACSIMILE NUMBER: **623-889-7389**
 WEB SITE: **www.bpisite.com**
 REPRESENTATIVE: **Michael Afleje**
 REPRESENTATIVE E-MAIL: **michael.afleje@bpisite.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

☐ NET 30 DAYS ☒ 2% 10 DAYS NET 30 DAYS ☐ 5% 30 DAYS NET 31 DAYS

Date of Manufacturer/Company Published Price List or Catalog		List/Catalog**(Currents - not acceptable)	Price Column to be used (eq..List, Jobber, etc.)	% Discount
1.1	Acorn	apg2010prts	list	7
1.2	American Standard	08/2010 Tapco	list	25
1.3	American – Water Heater			no bid
1.4	A.O. Smith	07/2010 parts	list	15
1.5	Bradley	1209 fap	list	25
1.6	Brass Craft	04/10 sp-0343	list	40
1.7	Chicago Faucets	07/10 cf1016	list	42
1.8	Chicago Parts	07/10 cf1016	list	40
1.9	Crane	08/10 Tapco	list	25
1.10	Conbraco	02/10 conbraco	list	30
1.11	Dalaney	03/10 delany	list	30
1.12	Delta	07/10 dl1694	list	40
1.13	Elkay	02/10 elkay	list	30
1.14	Fisher	08/10 pn41270	list	35
1.15	Jameco	03/2010 el-wbt	list	35
1.16	Kohler	08/10 Tapco	list	25
1.17	Leonard	04/09 leonard	list	10
1.18	Moen	05/10 mf36-75m	list	25
1.19	Powers	03/10 pl-powers	list	25
1.20	Price Pfister	05/10 professional	list	35

BROWN'S PARTSMaster INC., 7280 N GLEN HARBOR BLVD, #101, GLENDALE, AZ 85307

1.21	Sloan	07/2009 sloan	list	50
1.22	Spickman	08/10 m-2010	list	25
1.23	Spring Flow	11/09 neopearl	list	32
1.24	Symmons	03/10 flp-2010	list	30
1.25	T & S	02/10 800-005435	list	30
1.26	Valley	08/10 Tapco	list	25
1.27	Watts	03/10 pl-rp-bpd	list	30
1.28	Cooper			no bid
1.29	Lasco			no bid
1.30	Nibco			no bid
1.31	Apollo	02/10 apollo	list	30
1.32	Milwaukee			no bid
1.33	Muller			no bid
1.34	Wolverine			no bid
1.35	Tyler			no bid
1.36	Eljer	08/10 tapco	list	25
1.37	Elkay	02/10 elkay	list	30
1.38	Haws	09/10 haws	list	30
1.39	Oasis	07/10 pln-2010	list	30
1.40	Sloan	07/2009 sloa	list	50
1.41	Spickman	08/10 m2010	list	25
1.42	Spring Flow	11/09 noepearl	list	32
1.43	Symmons	03/10flp-2010	list	30
1.44	T & S	02/10 800-005435	list	30
1.45	Tyler			no bid
SINKS/URINALS & TOILETS				
1.46	Eljer		no bid	
DRINKING FOUNTAINS & PARTS				
1.47	Elkay	02/10 elkay	list	30
1.48	Haws	09/10 haws	list	30
1.49	Oasis	07/10 pln-2010	list	30
PLEASE LIST ANY OTHER MANUFACTURER'S NOT LISTED THAT YOUR COMPANY OFFERS AND YOUR COMPANY'S OR STORE'S OWN CATALOG.				
	Manufacturer/Company Published Price List or Catalog	Date of List/Catalog **(Currents -not acceptable)	Price Column to be used (eq..List, Jobber, etc.)	% Discount
1.50	BPI website/catalog	Oct-10	L3	net
1.51	Western Vitreous China	8-Mar	list	30
1.52	Chicago Hytronics	07/10 cf1080	list	40
1.53	Zurn	04/10 Zurn	list	25
1.54	Bemis Toilet Seats	09/2010 Bemis	list	25

BROWN'S PARTSMaster INC., 7280 N GLEN HARBOR BLVD, #101, GLENDALE, AZ 85307

	Manufacturer/Company Published Price List or Catalog	Date of List/Catalog **(Currents -not acceptable)	Price Column to be used (eq..List, Jobber, etc.)	% Discount
2.0	Additional Information			
	Does your company offer a 24-hr hotline number for emergency (after-hours) orders?	No		
	Emergency contact person:		Emergency contact phone number:	
	Delivery Interval:	Daily	Number of Deliveries per day:	1
	Time Restriction on Return of Parts	none	Restocking Charge on Returned Parts:	0 for stocked items, special order items varies
	Minimum Order (if any):	none	Minimum Delivery (if any):	
	Additional Site Location(s):	2840 E. Mohawk Street Address	Phoenix City	602/889-7384 Phone Number

NIGP CODE 6705501

Vendor Number: W000002688 X

Contract Period: To cover the period ending **December 31, 2013.**

FERGUSON ENT (PLUMBING), 111 E. BUCKEYE ROAD SUITE 2, PHOENIX, AZ 85004

RESPONDENT NAME: Ferguson
 ADDRESS: 111 E Buckeye Rd Ste 2 Phoenix, AZ
 85004
 P.O. ADDRESS: 111 E Buckeye Rd Ste 2 Phoenix, AZ 85004
 TELEPHONE NUMBER: 602-495-8300
 FACSIMILE NUMBER: 602-262.4268
 WEB SITE: <http://www.ferguson.com/>
 REPRESENTATIVE: Troy Lewallen
 REPRESENTATIVE E-MAIL: troy.lewallen@ferguson.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

☒ NET 10 DAYS ☐ NET 45 DAYS ☐ 1% 10 DAYS NET 30 DAYS

	Manufacturer/Company	Date of List/Catalog	Price Column to	
	Published Price List	<u>**(Currents - not acceptable)</u>	be used (eq..List, Jobber, etc.)	% Discount
	or Catalog			
1.1	Acorn	APG 2010 Net	Net	Cost + 10
1.2	American Standard	No Bid	Sub KOHLER	N/A
1.3	American – Water Heater	No Bid	No list sheet	N/A
1.4	A.O. Smith	AOSAA81000	Net	Cost + 10
1.5	Bradley	9/1/10 Fixtures	List	20
1.6	Brass Craft	4/1/2010	List	45
1.7	Chicago Faucets	Jul-10	List	40
1.8	Chicago Parts	Feb-10	List	40
1.9	Crane	No Bid	Sub Kohler	N/A
1.10	Conbraco	ACPL9000, BVPL9000, CPPL90000, TEPL9000, Butterfly Vlv's May 5,2008	List	30
1.11	Dalaney	3/1/2010 Valves, Parts Aug 16 2010	List	30
1.12	Delta	2010/2011 Residential	List	40
1.13	Elkay	Res products SFL-14, Comm faucets CF-5, Comm sinks CS-4, Wtr coolers DF-49, Parts Feb 1 2010,	List	30
1.14	Fisher	Aug 1 2010	List	30
1.15	Jameco	No Bid	N/A	N/A
1.16	Kohler	Fixtures Mar 13 2010, Faucets Mar 13 2010	List	35
1.17	Leonard	Apr-09	List	20

FERGUSON ENT (PLUMBING), 111 E. BUCKEYE ROAD SUITE 2, PHOENIX, AZ 85004

1.18	Moen	Moen full line 2010	List	40
1.19	Powers	Valves only PL-Powers 1009 March 1 2010	List	20
1.20	Price Pfister	May 1 2010	List	40
1.21	Sloan	All catalogs July 1 2010 - Water conservation, Sensor operated, Manual flush, Manual parts, Elec parts	List	40
1.22	Spickman	Aug 2010 (Speakman)	List	30
1.23	Spring Flow	No bid	N/A	N/A
1.24	Symmons	Faucets March 15 2010	List	30
1.25	T & S	02/10 sheet	List	35
1.26	Valley	No bid	No longer avaiable	N/A
1.27	Watts	Regulator PL-WR-1009 March 1 2010, Parts PL-RP-BPD March 1 2010	List	30
1.28	Cooper	No bid - sub ProFlo	Sub ProFlo	N/A
1.29	Lasco	10/15/2008	list	30
1.30	Nibco	Valves CBV-1109, PSP-1101, BFV-0610, HPBFV-1109, LF- 1010	List	40
1.31	Apollo	ACPL9000, BVPL9000, CPPL90000, TEPL9000, Butterfly Vlvs May 5, 2008	List	30
1.32	Milwaukee	No bid - Sub FNW	N/A	N/A
1.33	Muller	Copper Tube UWCT1010	List	50
1.34	Wolverine	No bid - Sub ProFlo	Sub ProFlo	N/A
1.35	Tyler	LP DWV 2011	List	40
1.36	Eljer	No bid - sub Kohler	N/A	N/A
1.37	Elkay	Res products SFL-14, Comm faucets CF-5, Comm sinks CS-4, Wtr coolers DF-49, Parts Feb 1 2010,	List	30
1.38	Haws	2010	List	20
1.39	Oasis	No bid - sub Elkay	N/A	N/A
1.40	Sloan	All catalogs July 1 2010 - Water conservation, Sensor operated, Manual flush, Manual parts, Elec parts	List	40
1.41	Spickman	Aug 2010 (Speakman)	List	30
1.42	Spring Flow	No bid	N/A	N/A
1.43	Symmons	Parts March 15 2010	List	20
1.44	T & S	02/10 sheet	List	35
1.45	Tyler	LP DWV 2011	List	40
SINKS/URINALS & TOILETS				
1.46	Eljer	No bid - sub Kohler	Sub Kohler	N/A
DRINKING FOUNTAINS & PARTS				
1.47	Elkay	Res products SFL-14, Comm faucets CF-5, Comm sinks CS-4, Wtr coolers DF-49, Parts Feb 1 2010,	List	30
1.48	Haws	2010	List	20
1.49	Oasis	No bid - sub Elkay	Sub Elkay	N/A

FERGUSON ENT (PLUMBING), 111 E. BUCKEYE ROAD SUITE 2, PHOENIX, AZ 85004

PLEASE LIST ANY OTHER MANUFACTURER'S NOT LISTED THAT YOUR COMPANY OFFERS AND YOUR COMPANY'S OR STORE'S OWN CATALOG.				
	Manufacturer/Company	Date of List/Catalog	Price Column to	
	Published Price List	<u>**(Currents - not acceptable)</u>	be used (eq..List,	
	or Catalog		Jobber, etc.)	% Discount
1.50	ProFlo	www.proflo.com	List	30
1.51	Raptor tools	http://www.ferguson.com/FergusonSearch/RecordList.action?No=0&searchoption=KEYWORD&Ntt=RAPTOR	List	40
1.52	Guardian eye wash	Dec-09	List	20
1.53	Lawler mixing valves	Mar 1 2010	List	30
1.54	Woodford commercial wall faucets	Feb 1 2010	List	25
2.0	Additional Information			
	Does your company offer a 24-hr hotline number for emergency (after-hours) orders?	yes		
	Emergency contact person:	Patrick Waller	Emergency contact phone number:	480-201-5575
	Delivery Interval:	Multiple trucks 4:30 am to 11:00 am	Number of Deliveries per day:	25-30
	Time Restriction on Return of Parts:	30 days	Restocking Charge on Returned Parts:	15% on non stock only
	Minimum Order (if any):	N/A	Minimum Delivery (if any):	N/A
	Additional Site Location(s):	6 locations in the Phoenix area		
		Street Address	City	Phone Number

NIGP CODE 6705501

Vendor Number:

W000017733 X

Contract Period:

To cover the period ending **December 31, 2013.**

GRAINGER, 4465 E. BROADWAY ROAD, PHOENIX, AZ 85040

RESPONDENT NAME: **Grainger Industrial Supply**
 ADDRESS: **4465 E Broadway Rd Phoenix, AZ 85040**
 P.O. ADDRESS: **4465 E Broadway Rd Phoenix, AZ 85040**
 TELEPHONE NUMBER: **480-966-9797**
 FACSIMILE NUMBER: **480-968-4801**
 WEB SITE: **www.grainger.com**
 REPRESENTATIVE: **Francisco Garcia**
 REPRESENTATIVE E-MAIL: **Francisco.1.garcia@grainger.com**

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

☒ ☐

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

☒ ☐

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

☐ ☒ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

☒ NET 30 DAYS ☐ 2% 10 DAYS NET 30 DAYS ☐ 5% 30 DAYS NET 31 DAYS

	Manufacturer/Company Published Price List or Catalog	Date of List/Catalog	Price Column to be used (eq..List,Jobber, etc.)	% Discount
		<u>**(Currents - not acceptable)</u>		
1.1	Acorn	11/2/2010	www.grainger.com list price	10
1.2	American Standard	11/2/2010	grainger.com list price	10
1.3	American – Water Heater			N/A
1.4	A.O. Smith	11/2/2010	grainger.com list price	10
1.5	Bradley	11/2/2010	grainger.com list price	10
1.6	Brass Craft			N/A
1.7	Chicago Faucets	11/2/2010	grainger.com list price	10
1.8	Chicago Parts			N/A
1.9	Crane	11/2/2010	grainger.com list price	10
1.10	Conbraco			n/a
1.11	Dalaney			N/A
1.12	Delta	11/2/2010	grainger.com list price	10
1.13	Elkay	11/2/2010	grainger.com list price	10
1.14	Fisher			n/a
1.15	Jameco			n/a
1.16	Kohler	11/2/2010	grainger.com list price	10
1.17	Leonard			n/a
1.18	Moen	11/2/2010	grainger.com list price	10
1.19	Powers	11/2/2010	grainger.com list price	10
1.20	Price Pfister			n/a
1.21	Sloan	11/2/2010	grainger.com list price	10
1.22	Spickman			n/a
1.23	Spring Flow			n.a
1.24	Symmons			n/a
1.25	T & S	11/2/2010	grainger.com list price	10
1.26	Valley			n/a
1.27	Watts	11/2/2010	grainger.com list price	10

GRAINGER, 4465 E. BROADWAY ROAD, PHOENIX, AZ 85040

1.28	Cooper	11/2/2010	grainger.com list price	10
1.29	Lasco	11/2/2010	grainger.com list price	10
1.30	Nibco	11/2/2010	grainger.com list price	10
1.31	Apollo	11/2/2010	grainger.com list price	10
1.32	Milwaukee	11/2/2010	grainger.com list price	10
1.33	Muller			n/a
1.34	Wolverine	11/2/2010	grainger.com list price	10
1.35	Tyler			n/a
1.36	Eljer			n/a
1.37	Elkay	11/2/2010	grainger.com list price	10
1.38	Haws			n/a
1.39	Oasis			n/a
1.40	Sloan	11/2/2010	grainger.com list price	10
1.41	Spickman			n/a
1.42	Spring Flow			n/a
1.43	Symmons			n/a
1.44	T & S	11/2/2010	grainger.com list price	10
1.45	Tyler			n/a
SINKS/URINALS & TOILETS				
1.46	Eljer			n/a
DRINKING FOUNTAINS & PARTS				
1.47	Elkay	11/2/2010	grainger.com list price	10
1.48	Haws			n/a
1.49	Oasis			n/a
PLEASE LIST ANY OTHER MANUFACTURER'S NOT LISTED THAT YOUR COMPANY OFFERS AND YOUR COMPANY'S OR STORE'S OWN CATALOG.				
	Manufacturer/Company Published Price List or Catalog	Date of List/Catalog	Price Column to be used (eq.List, Jobber, etc.)	
		<u>**(Currents - not acceptable)</u>		% Discount
1.50	Sharon Piping	11/2/2010	grainger.com list price	10
1.51	Parker	11/2/2010	grainger.com list price	10
1.52	Anvil	11/2/2010	grainger.com list price	10
1.53	SMC	11/2/2010	grainger.com list price	10
1.54	GF Piping Systems	11/2/2010	grainger.com list price	10

GRAINGER, 4465 E. BROADWAY ROAD, PHOENIX, AZ 85040

	Manufacturer/Company Published Price List or Catalog	Date of List/Catalog	Price Column to be used (eq.List, Jobber, etc.)	
2.0	Additional Information			
	Does your company offer a 24- hr hotline number for emergency (after-hours) orders?	Yes		
	Emergency contact person:	Francisco Garcia	Emergency contact phone number:	480-818-1233
	Delivery Interval:	daily	Number of Deliveries per day:	1
	Time Restriction on Return of Parts:	30 days	Restocking Charge on Returned Parts:	0
	Minimum Order (if any):	None	Minimum Delivery (if any):	None
	Additional Site Location(s):	960 N 51st Ave	Phoenix	602-269-3115
		Street Address	City	Phone Number

NIGP CODE 6705501

Vendor Number: W000001606 X

Contract Period: To cover the period ending **December 31, 2013.**

SEXAUER, 531 CENTRAL PARK AVENUE, SCARSDALE, NY 10583

RESPONDENT NAME: Interline Brands, Inc. d/b/a Sexauer
 ADDRESS: Corp:
 701 San Marco Blvd.
 Attn: SX Bids Team
 Jacksonville, FL 32207
 Local:
 7350 Kyrene Rd., Ste. 104 Tempe, Az. 85283

P.O. ADDRESS: 701 San Marco Blvd. Bids., 14th Floor Jacksonville, FL 32207
 TELEPHONE NUMBER: 800-476-5830 x-115156
 FACSIMILE NUMBER: 800-476-5848
 WEB SITE: jasmro.com
 REPRESENTATIVE: Brenda Martin
 REPRESENTATIVE E-MAIL: bmartin@interlinebrands.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

☒ NET 30 DAYS ☐ 2% 10 DAYS NET 30 DAYS ☐ 5% 30 DAYS NET 31 DAYS

	Manufacturer/Company Published Price List or Catalog	Date of List/Catalog ** (Currents - not acceptable)	Price Column to be used (eq..List, Jobber, etc.)	% Discount
1.1	Acorn			No Bid
1.2	American Standard			No Bid
1.3	American – Water Heater			No Bid
1.4	A.O. Smith			No Bid
1.5	Bradley	10-1-10..Sewxauer	List	25
1.6	Brass Craft	4-1-10..Brass Craft	List	36
1.7	Chicago Faucets	7-20-10..Chicago	List	40
1.8	Chicago Parts	7-20-10..Chicago	List	40
1.9	Crane			No Bid
1.10	Conbraco			No Bid
1.11	Dalaney	8-16-10..Delany	List	58
1.12	Delta	7-1-10..Delta	List	38
1.13	Elkay	2-1-10..Elkay	List	22
1.14	Fisher	8-1-10.. Fisher	List	46
1.15	Jameco			No Bid
1.16	Kohler	3-13-10..Kohler	List	25
1.17	Leonard			No Bid
1.18	Moen	7-15-10..Moen	List	40
1.19	Powers	3-1-10..Powers	List	20
1.20	Price Pfister			No Bid
1.21	Sloan	7-1-10..Sloan Valves/Electronic Parts	List	43
1.22	Spickman	8-1-10..Speakman	List	37
1.23	Spring Flow			No Bid
1.24	Symmons	3-15-10..Symmons	List	36

SEXAUER, 531 CENTRAL PARK AVENUE, SCARSDALE, NY 10583

1.25	T & S	2-1-10..T&S	List	48
1.26	Valley			No Bid
1.27	Watts	3-20-10..Watts	List	22
1.28	Cooper			No Bid
1.29	Lasco			No bid
1.30	Nibco			No Bid
1.31	Apollo			No Bid
1.32	Milwaukee			No Bid
1.33	Muller	10-18-10	List	64
1.34	Wolverine			No Bid
1.35	Tyler			No Bid
1.36	Eljer			No Bid
1.37	Elkay	2-1-10.. Elkay	List	22
1.38	Haws			No Bid
1.39	Oasis			No Bid
1.40	Sloan	7-1-10. Sloan manual Parts	List	46
1.41	Spickman	8-1-10..Speakman	List	37
1.42	Spring Flow			No Bid
1.43	Symmons	3-15-10..Symmons	List	20
1.44	T & S	2-1-10..T & S	List	40
1.45	Tyler			No Bid
SINKS/URINALS & TOILETS				
1.46	Eljer			No Bid
DRINKING FOUNTAINS & PARTS				
1.47	Elkay	2-1-10..Elkay	List	35
1.48	Haws			No Bid
1.49	Oasis			No Bid
PLEASE LIST ANY OTHER MANUFACTURER'S NOT LISTED THAT YOUR COMPANY OFFERS AND YOUR COMPANY'S OR STORE'S OWN CATALOG.				
	Manufacturer/Company Published Price List or Catalog	Date of List/Catalog **(Currents - not acceptable)	Price Column to be used (eq..List, <u>Jobber, etc..</u>)	% Discount
1.50	Sexauer	10-1-10	List	25
1.51	Zurn A/F Valves	7-1-10	List	45
1.52	Zurn A/F Parts	7-1-10	List	48
1.53	Hammond Valves	11-1-10	List	61
1.54	Mueller ABS	10-18-10	List	64

ICON Special Order		
	Description	PRICE
1.55	FLUSH VALVE, REPAIR KIT, ICON KIT 7001; EUC-RKT-3701	\$32.62
1.56	SHOWER VALVE, REPAIR KIT, ICON KIT EUC-RKT-5775	\$28.55
1.57	SENSOR, TOUCH, 15FT LEAD, ICON SEF-1489-15	\$78.44
1.58	ASSEMBLY, VALVE FLUCH, SLOAN RETRO FIT ICON: VLV-FVL-3701	\$143.66
1.59	VALVE, SHOWER, ICON, VLV-CMN-2702	\$188.23
1.60	VALVE, H&C, PENAL, AIR-TROL METERING, 2590-062-001, 4 SERVOMOTORS, 2H 2C	\$310.87
1.61	METERING, ASSY, ACORN, 2590-054-001, 2 SERVOMOTORS, 1H 1C	\$195.03
1.62	EAF 1003 BATTERY REPLACEMENT KIT (3335018)	\$24.84

SEXAUER, 531 CENTRAL PARK AVENUE, SCARSDALE, NY 10583

2.0	Additional Information			
Does your company offer a 24-hr hotline number for emergency (after-hours) orders?		No		

Emergency contact person:	N/A	Emergency contact phone number:	N/A
Delivery Interval:	Mon-Fri.	Number of Deliveries per day:	1
Time Restriction on Return of Parts:	Stock-60 days.. Non-Stock in accordance with Mfg. return guidelines	Restocking Charge on Returned Parts:	Stock-No Charge.. Non-Stock in accordance with MFG re-stock guidelines
Minimum Order (if any):	None for Stock.. Non-Stock.. in accordance with Mfg guidelines	Minimum Delivery (if any):	None of Stock.. Non-Stock.. in accordance with Mfg order guidelines
Additional Site Location(s):	7350 Kyrene Rd., Ste. 104, Street Address	Tempe, Az. 85283 City	480-707-1103 Phone Number

NIGP CODE 6705501

Vendor Number:

W000002459 X

Contract Period:

To cover the period ending **December 31, 2013.**